

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

RECORDATION NO. 9822 Filed 1425

RECORDATION NO. 9822-14 Filed 1425

DEC 19 1978-1 05 PM

MACK E. SMITH
Banking Officer

DEC 19 1978-1 05 PM

INTERSTATE COMMERCE COMMISSION

P. O. Box 2558
Houston, Texas 77001
(713) 236-5350

INTERSTATE COMMERCE COMMISSION

December 12, 1978

Secretary of Interstate
Commerce Commission
Washington, D. C. 20423

NO. 3-353456

Date DEC 19 1978

Fee \$ 60

ICC Washington, D. C

Gentlemen:

In accordance with the provisions of Section 20c of the Interstate Commerce Act and Section 1116 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation a Security Agreement, and a Bill of Sale of the railroad tank cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a Security Agreement dated December 11, 1978, by and between Texas Commerce Bank National Association and Don R. Mullins; and

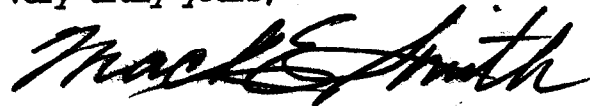
2. Three (3) executed counterparts of a Bill of Sale dated December 11, 1978, between Richmond Tank Car Company and Don R. Mullins.

Also enclosed is our check in the amount of \$60.00 for payment of the recordation fee.

The address of the debtor, Don R. Mullins, is 4545 Post Oak Place Drive, Suite 144, Houston, Texas 77027, and the address of the secured party, Texas Commerce Bank National Association, is 712 Main Street, Houston, Texas 77002.

Please return an original counterpart of each of the enclosed instruments, with filing data noted thereon, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please contact the undersigned. Thank you kindly for your attention to this matter.

Very truly yours,



Mack E. Smith

MES:sm
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423

12/27/78

OFFICE OF THE SECRETARY

Mack E. Smith
Texas Commerce Bank, N.A.
P.O. Box 2558
Houston, Texas 77001

Dear

~~The~~ ^{Sir:} enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 12/19/78 at 1:05pm
and assigned recordation number(s)

9922, & 9922-A

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RICHMOND LEASING COMPANY
777 South Post Oak Road
Houston, Texas

922
RECORDATION NO. Filed 1425

DEC 19 1978-1 02 PM

INTERSTATE COMMERCE COMMISSION

Texas Commerce Bank
National Association
712 Main Street
Houston, Texas 77002

922
RECORDATION NO. Filed 1425

DEC 19 1978-1 02 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Reference is hereby made to the proposed loan ("Railway Equipment Loan") from Texas Commerce Bank National Association ("Bank") to Don R. Mullins ("Borrower") in connection with the purchase by Borrower of certain railroad tank cars described in Exhibit A attached hereto ("Railway Equipment") from Richmond Tank Car Company, and reference is hereby made to that certain Management Agreement dated September 11, 1978, by and between Borrower and Richmond Leasing Company ("RLC") and to the Legend set forth on such Management Agreement regarding the restrictions on transfer of the Management Agreement and the railroad tank cars to be managed pursuant to the provisions thereof.

In order to induce Bank to make the Railway Equipment Loan to Don R. Mullins, and for Bank's reliance in so doing, it is hereby agreed as follows:

1. RLC consents to Borrower's granting a security interest in the Railway Equipment to the Bank for the purpose of securing payment of the Railway Equipment Loan;
2. Pursuant to the terms and provisions of the Management Agreement, RLC consents to Borrower's collaterally assigning to the Bank, and granting a security interest in Borrower's rights under, the Management Agreement to the Bank as further security for the payment of such Railway Equipment Loan;
3. RLC acknowledges that no opinion of counsel or Registration Statement is required in connection with the granting of the security interests in the Railway Equipment and the Management Agreement to the Bank pursuant to the terms and provisions of the Legend set forth on the Management Agreement;

4. RLC shall furnish Bank with a copy of any notice given Borrower with respect to any default by Borrower under the terms of the Management Agreement and Bank shall have the opportunity, but not the obligation, to cure any such default within the time period provided in such Management Agreement, provided however, that in any event the Bank shall have at least thirty (30) days after such notice is given in which to cure such default prior to any termination of the Management Agreement;

5. Upon written notice from Bank, RLC shall remit to Bank any rental or other payments to which Borrower may be entitled under the Management Agreement;

6. No changes shall be made in the terms and provisions of the Management Agreement without the prior written approval of the Bank;

7. RLC understands and acknowledges that Bank has not and is not accepting responsibility for any of the obligations of Borrower under the Management Agreement and agrees that Bank shall have no liability therefor; and

8. This Agreement is binding upon RLC and its successors and assigns and shall inure to the benefit of Bank and its successors and assigns.

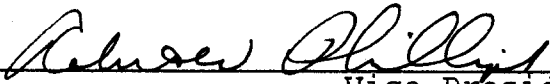
1978. EXECUTED ON THIS 11th day of Dec.,

RICHMOND LEASING COMPANY

By *Jim Penning*
Title V.P.

Accepted this 8 day of December, 1978:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By 
Vice President

The undersigned hereby consents to the foregoing agreement this 8th day of December, 1978.

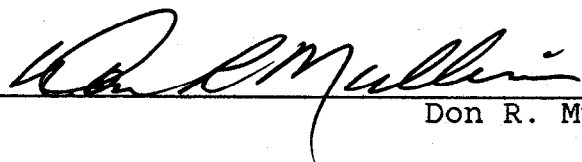

Don R. Mullins

EXHIBIT A

Twenty (20) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, coiled and insulated, 100-ton roller bearing trucks bearing Registration Numbers:

RTMX 12560	RTMX 12708
RTMX 12561	RTMX 12709
RTMX 12562	RTMX 12710
RTMX 12563	RTMX 12711
RTMX 12564	RTMX 12712
RTMX 12565	RTMX 12713
RTMX 12566	RTMX 12855
RTMX 12567	RTMX 12856
RTMX 12706	RTMX 12857
RTMX 12707	RTMX 12858

DEC 19 1978 - 1 05 PM

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

Don R. Mullins, whose principal place of business is located at 4545 Post Oak Place Drive, Suite 144, Houston, Texas 77027 (hereinafter called "Debtor"), and Texas Commerce Bank National Association, a national banking association having its principal office at 712 Main Street, Houston, Harris County, Texas (hereinafter called "Secured Party"), agree as follows:

SECTION I. CREATION OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a security interest in the Collateral described in Section II of this Security Agreement to secure performance and payment of that certain note of Debtor payable to the order of Secured Party, dated December 11, 1978, in the original principal amount of SEVEN HUNDRED FORTY THOUSAND SIX HUNDRED TWENTY AND NO/100THS DOLLARS (\$740,620) and all renewals, extensions, refundings and modifications thereof (hereinafter called the "Indebtedness").

SECTION II. COLLATERAL.

The collateral of this Security Agreement shall hereby be referred to as Equipment ("Equipment") as defined in this Section II or as the Collateral ("Collateral"):

Equipment shall mean twenty (20) 23,500 gallon nominal capacity tank cars, DOT111A100W3, exterior coiled and insulated, 100-ton roller bearing trucks bearing the following registration numbers, respectively: RTMX 12560, RTMX 12561, RTMX 12562, RTMX 12563, RTMX 12564, RTMX 12565, RTMX 12566, RTMX 12567, RTMX 12706, RTMX 12707, RTMX 12708, RTMX 12709, RTMX 12710, RTMX 12711, RTMX 12712, RTMX 12713, RTMX 12855, RTMX 12856, RTMX 12857, and RTMX 12858. The Collateral shall include the Equipment and all additions and accessions thereto, and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments now or hereafter to become payable under leases permitted hereby or with respect to such Equipment and all accounts, chattel paper, and general intangibles with respect thereto and proceeds thereof and all right, title and interest of Debtor in that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of September 11, 1978 (the "Management Agreement"). The inclusion

of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Equipment in any manner not specifically authorized by this agreement.

SECTION III. PAYMENT OBLIGATIONS OF DEBTOR.

(1) Debtor shall pay to Secured Party the Indebtedness in accordance with the terms of the promissory note evidencing the Indebtedness and in accordance with the terms of this Security Agreement.

(2) All proceeds in the form of cash and negotiable instruments for the payment of money received by Debtor in payment of any of the lease rentals on the Equipment will be held in trust for Secured Party and will promptly be paid over to Secured Party for application upon the indebtedness of Debtor to Secured Party, the order and method of application to be in the sole discretion of Secured Party.

(3) Debtor shall account fully and faithfully to Secured Party for proceeds from disposition of the Collateral in any manner and shall, upon request, pay or turn over promptly in cash, negotiable instruments, drafts, assigned accounts or chattel paper or lease rentals, all the proceeds from any such disposition to be applied to Debtor's Indebtedness to Secured Party, subject, if other than cash, to final payment or collection.

(4) Debtor shall pay to Secured Party on demand all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the rate of ten per cent (10%) per annum.

(5) Debtor shall pay immediately, without notice, the entire unpaid Indebtedness of Debtor to Secured Party, whether created or incurred pursuant to this Security Agreement or otherwise, upon Debtor's default under Section V of this Security Agreement.

SECTION IV. DEBTOR'S WARRANTIES, REPRESENTATIONS AND AGREEMENTS.

Debtor warrants, represents and agrees that:

(1) All information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine in all material respects.

(2) No Interstate Commerce Commission filing or financing statement or other filing covering the collateral or its proceeds is on file in any public office. Except for the security interest granted in this Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral; and Debtor is the owner of the Collateral.

(3) Debtor's location is 4545 Post Oak Place Drive, Suite 144, Houston, Texas 77027. Debtor's location is: (a) Debtor's place of business if he has only one; (b) Debtor's chief executive office if he has more than one place of business; or (c) Debtor's residence if he has no place of business.

(4) Debtor will promptly notify Secured Party in writing of any addition, change and/or discontinuance of (i) his address as shown at the beginning of the Security Agreement; (ii) his location as set forth in this Security Agreement; and/or (iii) his name or his identity.

(5) Debtor shall pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon Debtor's failure to do so, Secured Party at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the Indebtedness secured by this Security Agreement and shall be paid to Secured Party by Debtor immediately and without demand, with interest thereon at the rate of ten per cent (10%) per annum.

(6) Debtor will have and maintain or cause to be maintained insurance at all times with respect to all Equipment and such risks as Secured Party may require. Such insurance policies shall be in amounts, contain such terms, be in a form, be for a period and be written by companies satisfactory to Secured Party. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten days' written

minimum cancellation notice to Secured Party. All drafts or instruments of any kind evidencing payment under any such insurance policies which come into the possession of Debtor shall be immediately delivered to Secured Party. No such policies shall be payable to any party other than Secured Party and Debtor. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Secured Party may act as attorney for Debtor in obtaining, adjusting, setting and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral and may apply any proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

(7) The Equipment.

(a) The Equipment will be used primarily for business use and for leasing to responsible and credit-worthy third parties, unless Secured Party consents in writing to another use.

(b) The Equipment will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and will not be used in violation of any statute or ordinance or as part of a unit-train.

(c) The Equipment will not be sold, transferred or disposed of by Debtor or be subjected to any unpaid charge, including rent and taxes, or to any subsequent interest of a third person created or suffered by Debtor voluntarily, except the Management Agreement referred to in Section II above and leases to responsible and credit-worthy third parties, unless Secured Party consents in advance in writing to such sale, transfer, disposition, charge, or subsequent interest.

(8) Debtor shall, at its expense, do, make, procure, execute and deliver all acts, things, writings and assurances as Secured Party may at any time require to protect, assure or enforce its interests, rights and

remedies created by, provided in or emanating from this Security Agreement.

(9) Debtor shall sign and execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interest under this Security Agreement against the rights or interests of third persons or necessary to comply with any applicable federal or state securities laws or to enable the Secured Party to transfer or dispose of any or all of the Collateral after the happening of an Event of Default.

(10) Debtor will not lend, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement or in writing by Secured Party, and Debtor shall keep the Collateral, including the proceeds from any disposition thereof, free from unpaid charges, including taxes, and from liens, encumbrances, and security interests other than that of Secured Party.

(11) If Secured Party should at any time be of the opinion that the Collateral is not sufficient or has declined or may decline in value or should deem payment of Debtor's obligations to Secured Party to be insecure, then Secured Party may call for additional Collateral satisfactory to Secured Party, and Debtor promises to furnish such additional security forthwith. The call for additional security may be oral or by telegram or by United States mail addressed to the address of Debtor shown at the beginning of this agreement.

SECTION V. EVENTS OF DEFAULT.

Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions (herein called an "Event of Default"):

(1) Debtor's failure to pay when due any Indebtedness secured by this Security Agreement, either principal or interest.

(2) Default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained in or referred to in this Security Agreement or in any note secured hereby.

(3) Any warranty, representation, or statement contained in this Security Agreement, or made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement or to induce Secured Party to make a loan to Debtor proves to have been false in any material respect when made or furnished.

(4) Loss, theft, substantial damage, destruction, sale (except as authorized in this Security Agreement) or encumbrance to or of any material part of the Collateral, or the making of any levy, seizure or attachment thereof.

(5) Debtor's death, dissolution, termination of existence, insolvency or business failure; the appointment of a receiver of all or any part of the property of Debtor; an assignment for the benefit of creditors by Debtor; the calling of a meeting of creditors of Debtor; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor, surety or endorser for Debtor.

(6) Any statement of the financial condition of Debtor or of any guarantor, surety or endorser of any liability of Debtor to Secured Party submitted to Secured Party by Debtor or any such guarantor, surety or endorser proves to be false in any material respect.

(7) The Collateral becomes, in the judgment of Secured Party, unsatisfactory or insufficient in character or value.

(8) Any guarantor, surety or endorser for Debtor defaults in any obligation or liability to Secured Party.

SECTION VI. SECURED PARTY'S RIGHTS AND REMEDIES.

A. Rights Exclusive of an Event of Default.

(1) This Security Agreement, Secured Party's rights hereunder or the Indebtedness hereby secured may be assigned from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Security Agreement to Secured Party, and Debtor will assert no claims or defenses he may have against Secured Party against the Assignee except those granted in this Security Agreement.

(2) Secured Party may inspect the Collateral and Debtor's books and records pertaining to the Collateral from time to time, and Debtor shall assist Secured Party in making any such inspection.

(3) Secured Party may call at Debtor's location or place or places of business at intervals to be determined by Secured Party and, without hindrance or delay, inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to the Collateral or to any transaction between Debtor and Secured Party, and Debtor shall assist Secured Party in making any such inspection.

(4) At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization, plus interest thereon at the rate of ten per cent (10%) per annum.

(5) Secured Party may execute, sign, endorse, transfer or deliver in the name of Debtor notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of title or any other documents necessary to evidence, perfect or realize upon the security interest and obligations created by this Security Agreement.

(6) In protecting, exercising or assuring its interests, rights and remedies under this Security Agreement Secured Party may receive, open and dispose of mail addressed to Debtor and execute, sign and endorse notes, checks, drafts and other instruments for the payment of money, certificates of title or other evidences of payment, shipment or storage for any form of Collateral or proceeds on behalf of and in the name of Debtor, or any other documents necessary to evidence, perfect or realize upon the security interest and obligations created by this Security Agreement.

(7) Secured Party may notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness remitted by

Debtor to Secured Party as proceeds to pay Secured Party directly.

(8) Secured Party may at any time demand, sue for, collect or make any compromise or settlement with reference to the Collateral as Secured Party, in its sole discretion, chooses.

B. Remedies in the Event of Default.

(1) Upon the occurrence of an Event of Default, or if Secured Party deems payment of Debtor's obligations to Secured Party to be insecure, and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas, and as otherwise permitted by law, and in addition thereto and cumulative thereof, the following rights: the right to sell, lease, or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose Secured Party may enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom; Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold in a recognized market, Secured Party will send Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at the address designated at the beginning of this Security Agreement at least five days before the time of sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, and Debtor agrees to pay such expenses, plus interest thereon, at the rate of ten percent (10%) per annum. Debtor shall remain liable for any deficiency.

(2) Secured Party may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

(3) The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party.

SECTION VII. ADDITIONAL AGREEMENTS.

(1) The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the neuter gender but shall be construed as feminine or masculine as occasion may require. "Secured Party" and "Debtor" as used in this instrument include the heirs, executors and administrators, successors, representatives, receivers, trustees and assigns of those parties.

(2) If more than one person executes this instrument as Debtor, their obligations under this instrument shall be joint and several.

(3) The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this instrument. Terms used in this instrument which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined.

(4) The law governing this secured transaction shall be that of the State of Texas in force at the date of this instrument.

EXECUTED this 8th day of December, 1978.

DEBTOR:

Don R. Mullins
Don R. Mullins

SECURED PARTY:

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By Calvin S. Phillips

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 8th day of December, 1978, before me personally appeared Don R. Mullins, to me known to be the person whose name is subscribed to the foregoing instrument and who executed the foregoing instrument for the purposes and consideration therein expressed.

Letha S. Ayres
Notary Public in and for
Harris County, Texas

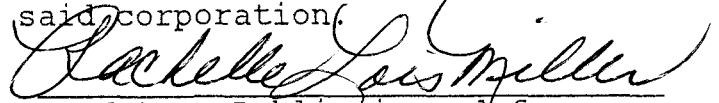
[Seal]

My commission expires 6-1-79

STATE OF TEXAS §

COUNTY OF HARRIS §

On this 11th day of December, 1978, before me personally appeared Robert M. Phillips to me personally known, who being by me duly sworn, says that he is a Vice President of Texas Commerce Bank National Association, that the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and was the free act and deed of said corporation.



Notary Public in and for
Harris County, Texas

[Seal]

RACHELLE LOIS MILLER
Notary Public in and for Harris County, Texas
My Commission Expires June 28, 1980

My commission expires